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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION  
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11 KEITH IYON WADE, an individual, and  
12 VINCENT ESPINOZA, an individual, on  
13 behalf of themselves and all others  
14 similarly situated,

15 Plaintiffs,

16 vs.

17 DEFENDER SECURITY COMPANY, an  
18 Indiana Corporation, and Does 1 through  
19 100,

20 Defendants.  
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Case No. 2:15-cv-7142-CAS-JC

[Assigned to the Hon. Christina A. Snyder,  
Courtroom 5 – 2<sup>nd</sup> Floor]

**PUTATIVE CLASS ACTION**

**ORDER RE: JOINT STIPULATION  
AND PROTECTIVE ORDER RE:  
CONFIDENTIAL MEDIATION  
MATERIALS**

Discovery Document –Referred to  
Magistrate Judge Jacqueline Chooljian

Complaint filed: August 4, 2015  
Removed: September 11, 2015  
Trial date: None Set

1 The Court, having considered the Parties' Joint Stipulation and Protective Order  
2 Re: Confidential Mediation Materials and good cause appearing,

3 **IT IS HEREBY ORDERED THAT:**

4 This Stipulated Protective Order be entered in the following respects:

5 1. SCOPE

6 (a) This Protective Order shall be applicable to and limits the use or  
7 disclosure of the Confidential Mediation Material disclosed by the Parties pursuant to the  
8 Mediation Stipulation and shall apply in all respects to:

- 9 i. The Confidential Mediation Material;
- 10 ii. All information, electronic or otherwise, copies, extracts and  
11 complete or partial summaries prepared or derived from the  
12 Confidential Mediation Material; and
- 13 iii. Portions of briefs, memoranda or any writing filed with or  
14 otherwise supplied to the Mediator, which include or refer to  
15 any such Confidential Mediation Material that has been  
16 designated as "Confidential" or "Highly Confidential".

17 (b) Defendant has asserted that the Confidential Mediation Material is  
18 privileged from discovery in this action under the attorney-client, work product, right to  
19 privacy and/or other applicable privileges or objections. By this Stipulation and  
20 Protective Order, the Parties agree Defendant has not waived, and is not waiving, the  
21 protections of the attorney-client, work product, privacy and/or any other applicable  
22 privilege or objections. Likewise, Defendant agrees Plaintiffs are not waiving their  
23 objections or opposition to the assertion of the attorney-client, work product, privacy  
24 and/or other applicable privileges or objections asserted by Defendant. Rather, the  
25 Parties intend to preserve their respective positions on these issues, and have agreed to  
26 enter into this Stipulation and Protective Order solely to facilitate the production of the  
27 Confidential Mediation Material.

2. DESIGNATION AS “CONFIDENTIAL – MEDIATION”

The Confidential Mediation Material is hereby designated “Confidential” pursuant to 28 USC § 652(d), and all other applicable statutes and local rules.

3. LIMITATIONS ON DISCLOSURE OF CONFIDENTIAL MEDIATION MATERIAL

(a) No Confidential Mediation Material shall be disclosed by anyone receiving such Confidential Mediation Material to anyone other than those persons and Parties designated herein. Confidential Mediation Material shall not be used, either directly or indirectly, by anyone receiving any such Confidential Mediation Material for any purpose whatsoever other than the preparation and participation in such mediation.

(b) The Confidential Mediation Material described by this Stipulation and Protective Order, and any summaries, copies, abstracts, or other documents derived in whole or in part from the Confidential Mediation Material, shall be used only for the purpose of the mediation of this action, and for no other purpose. No Party shall disclose such Confidential Mediation Material outside of the mediation of this litigation.

(c) No Confidential Mediation Material shall be disclosed, disseminated or produced by any Party or person who has received such Confidential Mediation Material to any other person, except to the following:

(i) Attorneys of record for the Parties and their respective associates, paralegals, law clerks, secretaries, assistants and employees involved in the conduct of this mediation. Confidential Mediation Material can be reviewed by or disclosed to the Plaintiffs and putative class members, but no copies thereof shall be made or provided to the Plaintiffs or putative class members.

(ii) Outside consultants retained by any Party for the purpose of preparing or assisting in the mediation of this litigation, and their respective clerks and employees involved in assisting them in the mediation of this litigation, to the extent deemed necessary by counsel.

1 (iii) Any person who was involved in the preparation of the  
2 document or who lawfully received or reviewed the document or to whom the  
3 Confidential Mediation Material has previously been made readily available other than  
4 by the one receiving such Confidential Mediation Material in connection with this  
5 litigation.

6 (iv) The mediator and the mediator's staff.

7 (v) Any other person with the prior written consent of the Party  
8 who has produced such Confidential Mediation Material, or pursuant to Court Order.

9 (d) Either Party may designate Confidential Mediation Material as  
10 "HIGHLY CONFIDENTIAL MEDIATION – ATTORNEY'S EYES ONLY." Unless  
11 otherwise authorized in writing by the Designating Party, no Confidential Mediation  
12 Material designated as "HIGHLY CONFIDENTIAL MEDIATION – ATTORNEY'S  
13 EYES ONLY" may be disclosed, disseminated or produced by any Party or person who  
14 has received such Confidential Mediation Material to any other person, except to the  
15 following:

16 (i) Attorneys of record for the Parties and their respective  
17 associates, paralegals, law clerks, secretaries, assistants and employees involved in the  
18 conduct of this mediation.

19 (ii) Outside consultants retained by any Party for the purpose of  
20 preparing or assisting in the mediation of this litigation, and their respective clerks and  
21 employees involved in assisting them in the mediation of this litigation, to the extent  
22 deemed necessary by counsel.

23 (iii) The mediator and the mediator's staff.

24 (e) The Parties shall be entitled to protect the identity of their consultants.  
25 Accordingly, if a Party reveals information to any person described in subparagraph  
26 3(c)(ii) who the Party retains as a consultant, then the Party need only notify each other  
27 Party, within one week of execution and prior to actual production of the Confidential  
28 Mediation Material, that such individual has executed an Acknowledgment and

1 Agreement (attached hereto as Exhibit A), but need not divulge the name of the  
2 individual executing the Acknowledgment and Agreement and need not serve a copy of  
3 the Acknowledgement and Agreement on any other Party at that time, but shall retain the  
4 Acknowledgement and Agreement executed by such consultant.

5 (f) The Parties and their respective attorneys, as defined above,  
6 consultants, and experts, will treat any and all information, copies, extracts and complete  
7 or partial summaries of information, copies, extracts and complete or partial summaries  
8 of information derived from the Confidential Mediation Materials, as Confidential  
9 Mediation Materials pursuant to this Protective Order.

10 (g) The substance or content of Confidential Mediation Material as well  
11 as all notes and memoranda relating thereto, shall not be disclosed to anyone other than  
12 as set forth above.

#### 13 4. USE OF OWN DOCUMENTS BY PRODUCING PARTY

14 Nothing in this Protective Order shall limit the use by any Party, counsel or  
15 person of its own documents or information, even if such documents or information have  
16 been designated as Confidential Mediation Material.

#### 17 5. APPLICATION TO COURT

18 (a) This Protective Order shall not preclude or limit any Party's right to  
19 subsequently propound discovery which may include requests for production of  
20 documents or information that was previously exchanged as Confidential Mediation  
21 Material. The producing party preserves all objections to said discovery requests on any  
22 ground which would be otherwise available.

23 (b) The Parties hereto, their counsel and all other persons who receive  
24 Confidential Mediation Material pursuant hereto, agree that any Party or other person  
25 injured by a violation of this Protective Order does not have an adequate remedy at law  
26 and that an injunction against such violation is an appropriate remedy. In the event any  
27 person shall violate or threaten to violate any terms of this Protective Order, the Parties  
28 agree that the aggrieved party may immediately apply to obtain injunctive relief against

1 any such person. In the event that aggrieved party shall do so, the respondent person  
2 subject to the provisions of this Protective Order shall not employ as a defense thereto the  
3 claim that the aggrieved party has an adequate remedy at law. All persons subject to the  
4 terms of this Protective Order agree that the Court shall retain jurisdiction over it and  
5 them for the purpose of enforcing this Protective Order. The remedies set forth in this  
6 subparagraph hereof are not exclusive to any other remedies that an aggrieved party may  
7 elect to pursue.

#### 8 6. AGREEMENT TO COOPERATE

9 This Protective Order is entered for the purpose of facilitating the exchange of  
10 Confidential Mediation Material between the Parties solely in connection with mediation  
11 of this action without involving the Court unnecessarily in the mediation process.  
12 Accordingly, the Parties hereto and their respective attorneys of record agree to  
13 cooperate, meet and confer in good faith to ensure that the purposes of this Protective  
14 Order are achieved and facilitated. The Parties agree that by signing this Stipulation and  
15 Protective Order it is binding upon them until the Court's approval of its terms.

#### 16 7. NO ADMISSIONS

17 Neither entering into this Stipulation and Protective Order, nor receiving any  
18 documents or other information designated as "CONFIDENTIAL – MEDIATION" or  
19 "HIGHLY CONFIDENTIAL MEDIATION – ATTORNEY'S EYES ONLY" shall be  
20 construed as an agreement or admission of any kind.

#### 21 8. MODIFICATION – FURTHER AGREEMENT(S)

22 Nothing contained herein shall restrict the power of the Court to modify this  
23 Protective Order or any term hereof in the interest of justice or for good cause shown.  
24 Additionally, nothing contained herein shall preclude any Party or counsel from seeking  
25 modification of this Stipulation and Protective Order from the Court upon proper notice  
26 to all other Parties, nor shall it preclude any of the Parties from entering into other written  
27 agreements designed to protect Confidential Mediation Material.  
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1           9.     SURVIVAL OF ORDER – RETURN OF DOCUMENTS

2           (a)     The provisions of this Protective Order shall continue in effect until  
3 otherwise ordered by the Court after notice and opportunity to be heard is afforded to the  
4 Parties and their counsel in this action. The final determination or settlement of this  
5 litigation shall not relieve any person or Party who has received Confidential Mediation  
6 Material or agreed to be bound by the terms of this Protective Order of the obligations  
7 provided hereunder. The Court shall retain jurisdiction after such final determination or  
8 settlement to enforce and implement the provisions of this Protective Order.

9           (b)     Except as provided in subparagraph (c) herein below, upon entry of  
10 final termination of mediation, each Party or person subject to the terms of this Protective  
11 Order by reason of receipt of Confidential Mediation Material for any party shall either  
12 destroy documents and/or any electronic information, and/or return to the Party, from  
13 whom the information was received, all documents and things designated as containing  
14 Confidential Mediation Material and shall certify under penalty of perjury within fifteen  
15 (15) days of written request by the other party, the destruction or return of all  
16 Confidential Mediation Material in writing. The return or destruction of such  
17 Confidential Mediation Material shall not relieve any Parties or persons from the  
18 obligations imposed by this Protective Order.

19           (c)     At the conclusion of this litigation, counsel for each Party may retain  
20 a record, including the following, irrespective of whether or not Confidential Information  
21 of another party or of a third party is included: its correspondence file of this case, its  
22 pleadings file (including all briefs, memoranda, affidavits, and all papers served by/upon  
23 the party represented), and any briefs and appendix on appeal and all legal research  
24 memoranda.

25           10.    COUNTERPARTS

26           This Stipulation and Protective Order may be executed in counterparts and shall be  
27 deemed fully executed when both Parties has signed and transmitted a counterpart to the  
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1 other. Both counterparts taken together shall constitute a single agreement. A facsimile  
2 signature shall have the some force and effect of an original signature.

3 11. ENFORCEABILITY

4 In the event the Parties do not submit this Stipulation and Protective Order to the  
5 Court and/or the Court does not sign this Stipulation and Protective Order, the language  
6 agreed upon by the Parties herein shall remain in full force and effect.

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9 **IT IS SO ORDERED.**

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11 Dated: October 20, 2015

\_\_\_\_\_/s/\_\_\_\_\_  
12 Hon. Jacqueline Chooljian  
13 UNITED STATES MAGISTRATE JUDGE  
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**EXHIBIT A**

**FORM OF CONSENT TO BE BOUND**

I, \_\_\_\_\_, declare as follows:

1. I have been provided with a copy of the Joint Stipulation and Protective Order Re: Confidential Mediation Materials (“Joint Stipulation and Order”) issued in the action *Keith Iyon Wade, et al. v. Defender Security Company*, Case No. 2:15-cv-7142-CAS-JC, and have read and understand its terms.

2. I hereby consent to be bound by the terms of the Stipulation and Order. I further consent to the jurisdiction of the United States District Court for the Central District of California for the purposes of any proceeding to enforce the terms of the Stipulation and Order or to punish the breach thereof.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, at \_\_\_\_\_.  
(city and state)

\_\_\_\_\_  
(signature)